

JPA File No.: 07-101 I  
AG Contract No.: P001 2007 002969  
Project: Maintenance Overlay & Chip  
Seal/Striping  
Section: SR277spur, MP 321.2 - MP  
322.4  
TRACS No.: H7340 01C  
Budget Source Item No.: 74808

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
NAVAJO COUNTY

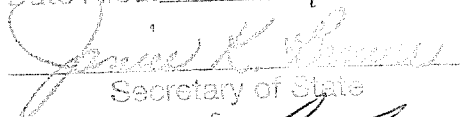
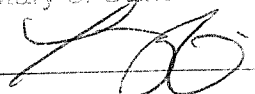
**THIS AGREEMENT** is entered into this date October 29<sup>th</sup>, 2007, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the NAVAJO COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties".

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
3. The County has agreed to complete the maintenance overlay, chip seal and striping for the 1.2 miles of SR277spur, from MP 321.2 – MP 322.4. The State will contribute up to \$175,000.00, plus pull the shoulders with a motor grader. The County will provide up to \$150,000.00, or approximately one-half (1/2) the costs of the effort. In addition, the County will administer the construction, collectively hereinafter referred to as the "Project."

**THEREFORE**, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO. 29377  
Filed with the Secretary of State  
Date Filed: 10/29/07  
  
Secretary of State  
By: 

## **II. SCOPE OF WORK**

### 1. The State shall:

a. Provide standards and specifications to the County for the Project, per State requirements. Coordinate with the County and provide comments as appropriate.

b. Grant an Encroachment Permit for the construction within the State's rights-of-way, through the State's Globe District Permits Office. Any new construction or installation shall require a separate review and permit, as per the Globe District's established procedures.

c. Upon completion and acceptance by the State of the paving portion of the Project, and upon receipt of an approved progress billing from the County, reimburse the County for one half (1/2) of those costs related to the paving on SR 277spur. Upon completion of the Project, remit remaining costs to the County upon receipt of a final billing. Total costs paid by the State shall not exceed \$175,000.00, including that the County's employee-related expenses (ERE) ratio does not exceed 25% applied to its direct labor. Costs paid by the State for the County's direct labor shall only include straight time.

d. Pull the shoulders with a motor grader for work done under this Agreement. Also provide routine and emergency repair of said Project.

### 2. The County shall:

a. Prepare and provide design plans based on State standards and specifications, preparing other such documents and services required for the construction bidding and construction of the Project, and submit same to the State as appropriate, incorporating any comments as necessary.

b. Advertise for bids and award one or more construction contract(s) for the Project, or certify to the State any previously-resulting contract was appropriately advertised. The exception is for labor directly supplied by the County for striping and a double application of chip sealing for said Project. Administer contract(s) for the Project and make all payments to the contractor(s).

c. Obtain an Encroachment Permit from the State's Globe District Permit Office for construction within the State's rights-of-way. Any new construction or installation shall require a separate review and permit, as per the Globe District's established procedures

b. Upon completion of the paving and overlay portion of said Project, invoice the State for related costs. Provide final inspection services and material certifications to ADOT. Also upon completion of the Project, including the State's only portion of pulling the shoulders with a motor grader, invoice the State for the remaining costs, specifically for the chip seal and striping work. Total costs to the State shall not exceed \$175,000.00. ERE shall not exceed 25% applied to the County's direct labor, which shall consist only of straight time related to said chip sealing and striping.

## **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and payment of construction costs; provided however, any provisions herein for maintenance provided by the State shall be perpetual unless assumed by a competent entity. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon a thirty (30) calendar-day written notice to the other party.

2. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not

bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers..

3. This Agreement shall become effective upon filing with the Secretary of State.
4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 616E  
Phoenix, Arizona 85007  
(602) 712-7525  
(602) 712-7424 Fax

NAVAJO COUNTY  
Attn: Public Works Director  
P.O. Box 668  
Holbrook, Arizona 86025  
(928) 524-4100  
(928) 524-4239 Fax

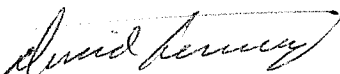
8. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

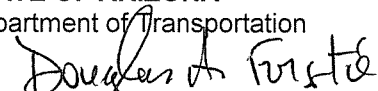
10. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**NAVAJO COUNTY**

By   
-DAVID TENNEY  
Chairman, Board of Supervisors

**STATE OF ARIZONA**

Department of Transportation  
By   
DOUGLAS A. FORSTIE, P.E.  
Deputy State Engineer, Operations

ATTEST:

By   
DARLENE FRALEY  
Clerk

G:\Navajo County SR 277spur overlay  
Initial Draft 8/1/07 ghc  
Final Draft 9/13/07 ghc, AG approval rec'd  
Final2 9/24/07 ghc

ATTORNEY APPROVAL FORM FOR THE NAVAJO COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the NAVAJO COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 3rd day of October, 2007.

Mark [Signature]  
County Attorney

# NAVAJO COUNTY AGENDA ITEM REQUEST FORM

<b>Meeting Date:</b> October 2, 2007	<b>Time Needed:</b> 5 Min
<b>Requesting Department:</b> Public Works	<b>Presenter(s) Name:</b> Dusty Parsons
<p><b>Motion before the Board:</b> Approve IGA Contract No.: P001 2007 002969 the overlay and chip seal of SR277spur, MP 321.2 –MP 322.4.</p> <p>Approve funding the county's portion of this project from District III and District IV Special Road Funds.</p>	
<p><b>Recommendation:</b> (who, what where, when, how, etc.) It is recommended that the Board of Supervisors approve this IGA and funding as presented by staff.</p>	
<p><b>Background:</b> (why should it be done, what will happen if not approved, etc. include resolution)</p> <p>The SR277spur road is the main entrance into the ABITI Plant located West of Snowflake. ABITI has requested from ADOT that the road be overlaid due to its poor condition. County staff met with representatives from ADOT and ABITI in July to discuss this roadway. ADOT does not have it on any of its scheduled maintenance projects. Because this roadway is critical to the employees of ABITI and our citizens, staff is recommending that we partner with ADOT and provide a asphalt overlay and double chip seal. The cost of the project is estimated to be \$325,000 with the county contributing \$150,000 and ADOT contributing \$175,000. The county will be the project manager of the project and we will use our overlay contractor to provide the overlay. The chip seal will be done by the county and the cost will shared with ADOT per the amounts stated. We are recommending that this project be approved and \$75,000 form District III and \$75,000 from District IV Special Road Funds be used to fund our portion.</p>	
<p><b>Fiscal Impact:</b> (what will it cost, where funds will come from, is it budgeted, etc.)</p> <p>Funds have been approved in the FY 07/08 budget for special road Funds.</p>	
<p><b>Reviewed and approved by:</b> _____ County Manager _____ Public Works <i>CP</i></p> <p>County Attorney _____ Human Resources _____ Finance _____ MIS _____</p>	
<p><b>Board Action Taken:</b></p> <p>Approved <input checked="" type="checkbox"/>    Denied <input type="checkbox"/>    No Action <input type="checkbox"/>    Continued <input type="checkbox"/>    Continued to:</p> <p>Approved with changes as follows <input type="checkbox"/></p>	
<p><b>Clerks Notes:</b></p>  <p>Date:            Initial:</p>	

**REMINDER:** Email this cover sheet and all back up documentation to "IT Support" by 4:00 the Friday prior to Managers' meeting. Clerk's Office will print the document and make necessary copies for signatures at Managers' meeting.

**CONSENT AGENDA:** a) Vouchers; b) Letter to citizens for adopted budget for fiscal year 2007-2008; c) Name an existing road in the Pinedale/Claysprings area "Alexis Place" in Section 30, Township 11 North, Range 20 East; d) Name an existing road in the Pinedale/Claysprings area "Acacia Way" in Section 11, Township 11 North, Range 19 East; e) Reappointment of Ms. Carla Bowen to the Navajo County Board of Adjustment from District V for a two year term; f) Reappointment of Mr. Bill Arendell to the Navajo County Board of Adjustment from District IV for a two year term; g) Appointment of Mr. Hartley Turley to the Navajo County Board of Adjustment from District III for a two year term; h) Tax Roll corrections; i) Justice Court Report: Kayenta #4; Show Low #5; j) Juvenile Justice System Report; k) Clerk of Superior Court Report; l) Constable Report: Holbrook #1 May; Kayenta #4 July and September; Pinetop/Lakeside #6 August; Show Low #5 August; Snowflake #3 August; Winslow #2 August: **APPROVED**

**HUMAN RESOURCES:** Consideration and possible approval of Personnel Actions **APPROVED**

**NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT: Board of Directors Session: HEALTH DISTRICT CONSENT AGENDA: APPROVED**

- a. Professional Services Agreement with Apache County Health Department for the provision of Building Better Bones classes in 5<sup>th</sup> grade classes in Concho, Round Valley and St. John's for October 1, 2007 to September 30, 2008 at the rate of \$335.00 per classroom session completed
- b. Snowflake Lease agreement between Baldwin Jones Properties and the Navajo County WIC program and Navajo County Nutrition Network program for October 1, 2007 to September 30, 2008 for \$620.00 per month
- c. Contract #HG861085 with the Arizona Department of Health Services for the WIC program for 10/1/2007 to 9/30/2012 for \$375,080.00
- d. Professional Services Agreement with Anne Staffnik, R.D. for High Risk Nutrition Counseling services with WIC program clients for \$30.00 per hour
- e. Folic Acid Contract to provide education and vitamins for low income females of child bearing age in Navajo County from October 1, 2007 to September 30, 2012 in the amount of \$7,500.00 per year
- f. Intergovernmental Agreement between Navajo County Public Health Services District, Heber/Overgaard Fire District and Heber Unified School District for Cooperation during Health Emergencies

**ELECTIONS:** Consideration and possible approval to increase the wages for Poll Workers on Election day as well as training classes in order to eliminate mileage reimbursement **APPROVED**

**FINANCE:**

- a. Consideration and possible approval of **Resolution Number \_\_\_\_ - 07** Authorizing Declarations of Official Intent Under U.S. Treasury Regulations with Respect to Reimbursements from Note and Bond Proceeds of Temporary Advances Made for Payments Prior to Issuance, and related matters **APPROVED BY RESOLUTION #74-07**
- b. Consideration and possible authorization for Finance to sell Joseph City Irrigation District Water Shares at public auction **CONTINUED**


**PUBLIC WORKS:**

- a. **PUBLIC HEARING:** Consideration and possible approval by **Resolution Number \_\_\_\_ - 07** a Zone Change request by Hall Landholdings L.L.C. from RU-20 to RU-1 for the subject properties located at APN: 202-04-001D, 002, 003, 004, 006, 008, 016B, C and D in Township 13 North, Range 20 East, Sections 30 and 31 of the Gila and Salt River Meridian in the Paper Mill Road and SR 277 area **APPROVED BY RESOLUTION #75-07**
- b. Consideration and possible award of a sole source contract to Atwell Salvage & Demolition for the supplying of Crushed Concrete Base Course (ABC) to BIA Routes N71 in the Bird Springs area for the delivered price of \$24.15 per ton not to exceed \$100,000.00; the funds will come from District II Special Road Funds **ITEM PULLED**
- c. Consideration and possible award of Professional Services Contract #B07-06-011 Civil Engineering On-Call Services to Arizona Engineering Company, P S O M A S, TY Lin International, and Willdan in the amount of \$200,000.00 each **APPROVED**
- c. Consideration and possible approval of **Resolution Number \_\_\_\_ - 07** rescinding Resolution 59-07 to correct error in date and amending an Inter-Governmental Agreement (IGA) with the Arizona Department of Transportation for the Reservation Roadway Maintenance Funding **APPROVED BY RESOLUTION #76-07**

- d. Consideration and possible approval of Amendment One to the professional services contract with TransSystems for the final design of the Obed Road Bridge Project in an amount not to exceed \$153,513.00 **APPROVED**
- e. Consideration and possible approval of an Intergovernmental Agreement with the City of Show Low for a lease for Navajo County office facilities **APPROVED**
- f. Consideration and possible approval of Intergovernmental Agreement between the State of Arizona and Navajo County for the overlay and chip seal of SR277 spur, MP 321.2-MP 322.4 **APPROVED**

**BOARD OF SUPERVISORS ACTING AS BOARD OF EQUALIZATION:** Consideration and possible approval of Board of Equalization Hearing Officer's recommendations on hearings conducted on September 26, 2007 for Petition for Review of Real Property Valuation, Personal Property Petition for Review of Valuation and Residential Petition for Review of Valuation **APPROVED**

*Darlene Fraley  
Clerk of the Board  
Navajo County  
100 E. Carter Drive  
P.O. Box 668  
Holbrook, AZ 86025  
Phone: 928-524-4153  
Fax: 928-524-4239*

<p>TERRY GODDARD Attorney General</p>	<div data-bbox="743 65 935 247"></div> <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012007002969 (JPA 07-101-I), an Agreement between public agencies, i.e., The State of Arizona and Navajo County, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED:      October 22, 2007

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:mjf:80014  
Attachment